No. 80-1765

Office-Supreme Court, U.S.
FILED
MAY 23 1981
ALEXANDER L. STEVAS,
CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1980

AMERICAN SOCIETY OF
MECHANICAL ENGINEERS, INC.,
Petitioner

v.

HYDROLEVEL CORPORATION,
Respondent.

Petition For A Writ of Certiorari
To The United States Court of Appeals
For The Second Circuit

BRIEF OF THE NATIONAL FIRE PROTECTION ASSOCIATION AS AMICUS CURIAE

DANIEL J. PILIERO II
General Counsel
National Fire Protection
Association
WEBSTER, CHAMBERLAIN &
BEAN
1747 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 785-9500

Of Counsel:

MYRREL C. HENDRICKS, JR.
PAUL H. NETTESHEIM
WEBSTER, CHAMBERLAIN & BEAN
1747 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202)785-9500

TABLE OF CONTENTS

INTEREST OF THE NATIONAL FIRE PROTECTION ASSOCIATION AS AMICUS 1

INTRODUCTION AND SUMMARY OF ARGUMENT 4

ARGUMENT 6

I. THE PANEL'S DECISION EXTENDING VICARIOUS ANTITRUST LIABILITY BASED ON "APPARENT AUTHORITY" IS WHOLLY UNPRECEDENTED AND UNWARRANTED 6

II. THE PANEL'S DECISION WILL HAVE DEVASTATING CONSEQUENCES ON VOLUNTARY STANDARDS SETTING ORGANIZATIONS AND THE AVAILABILITY OF CURRENT, TECHNICALLY ACCURATE PRODUCT PERFORMANCE AND SAFETY STANDARDS 10

CONCLUSION 13

TABLE OF AUTHORITIES

Pages

CASES

American Tobacco Co. v. *United States*, 328 U.S. 781 (1946) 5,6

Brown Shoe Co. v. *United States*, 370 U.S. 294, at 320 (1962) 9

Brunswick Corp. v. *Pueblo Bowl-O-Matic, Inc.*, 429 U.S. 477, at 488 (1977) 9

Coronado Coal v. *United Mine Workers of America*, 268 U.S. 295 (1925) 5,9

Eliason Corp. v. *National Sanitation Foundation*, 614 F. 2d 126 (6th Cir. 1980), *cert. denied*, 49 USLW 3246 (October 7, 1980) 8

Radiant Burners, Inc. v. *Peoples Gas Light and Coke Co.*, 364 U.S. 656 (1961) 7,8

Roofire Alarm Co. v. *Royal Idemnity Co.*, 202 F. Supp. 166 (E.D. Tenn. 1962), *aff'd.*, 313 F. 2d 635 (6th Cir. 1963), *cert. denied*, 373 U.S. 949 (1963) .. 8

Structural Laminates, Inc. v. *Douglas Fir Plywood Association*, 261 F. Supp. 154 (D. Ore. 1966) 8,9

Truck Driver's Local No. 421 v. *United States*, 128 F. 2d 227 (8th Cir. 1942) 5,9

United States v. *General Motors Corp.*, 384 U.S. 127, 143 (1966) 6

United States v. *Hilton Hotels Corp.*, 467 F. 2d 1000 (9th Cir. 1972), *cert. denied*, 409 U.S. 1125 (1973) 5

United States v. *United States Gypsum Co.*, 438 U.S. 422 (1978) 5,6

United States v. *Ward Baking*, 243 F. Supp. 713, at 717 (E.D. Pa. 1965) 8

FEDERAL REGULATIONS

Office of Management and Budget Circular No. A-119, 45 Fed. Reg. 4326 (January 21, 1980) 10

TREATISE

The Restatement Second of Agency §§34, 173, 235 and 236 8

No. 80-1765

IN THE

Supreme Court of the United States

OCTOBER TERM, 1980

AMERICAN SOCIETY OF
MECHANICAL ENGINEERS, INC.,
Petitioner

v.

HYDROLEVEL CORPORATION,
Respondent.

Petition For A Writ of Certiorari
To The United States Court of Appeals
For The Second Circuit

BRIEF OF THE NATIONAL FIRE PROTECTION ASSOCIATION AS AMICUS CURIAE

INTEREST OF THE NATIONAL FIRE PROTECTION ASSOCIATION AS AMICUS

The National Fire Protection Association (hereinafter "NFPA") is a not-for-profit educational, voluntary membership organization dedicated to the protection of lives and property from fire. By consent of the parties NFPA respectfully submits this brief as Amicus Curiae, urging that the Petition for a Writ of Certiorari as filed by the American Society of Mechanical Engineers (hereinafter "ASME") be granted to

review and reverse the unprecedented and erroneous vicarious liability standard adopted by the Second Circuit.

Founded in 1896, NFPA draws its approximately 32,000 members from all segments of society,[1] including professional fire fighters, educators, businessmen, architects, engineers, and other members of the public interested in fire safety. The principal goal of NFPA is to protect man and his environment from fire by serving as a catalyst to identify and address fire safety issues.

NFPA develops and continually updates[2] approximately 240 codes[3] and standards encompassing virtually every aspect of fire safety and fire protection. Because they represent the collective efforts of experts in many fields and are technically accurate, many of the standards and codes developed by NFPA are adopted directly into law or serve as a model for laws on the federal, state, or local level. In addition, many businesses and industries voluntarily follow NFPA fire safety standards for their own protection.

The effect of these codes and standards can be seen everywhere. Smoke detectors in homes, protective clothing for fire-fighters and fire safety features incorporated in public buildings, such as fire extinguishers, sprinklers, illuminated exit signs, and stairway fire doors are some of the more visible results. Less visible areas addressed by NFPA codes and standards include hazardous materials transportation, flammable liquid storage, electric wiring and fire fighter qualifications.

NFPA's standards development has always been dependent upon the work of volunteers. Approximately 2,400 experts from business, industry, government, educational institutions and the general public volunteer their time to serve on the 167 NFPA Technical Committees, working to keep the 240 NFPA

---

[1] See graph Appendix I.

[2] Such updating is a continuous process which guarantees that the fire safety standards incorporate the most recent technological developments.

[3] The best known of the NFPA codes are the Life Safety Code and the National Electrical Code.

sponsored codes and standards current and meaningful. Representation on the technical committees of many divergent interests and points of view serves to ensure that no one interest group can dominate or unduly influence a committee. The standards development process is completely open—such that any interested person may propose, or comment upon the adoption, modification, or withdrawal of any NFPA standard.

The expertise and technical know-how that these 2,400 volunteers collectively are able to focus on fire safety and fire protection problems is a valuable resource, NFPA's standards process could not function effectively without the countless thousands of hours donated by these volunteers.

The theory of liability espoused by the opinion below imposes treble damage liability upon a voluntary standards developing organization based solely on the acts of disloyal volunteers, whose purposes are wholly contrary to those of the organization. In practical terms such organization becomes an insurer against the unauthorized disloyal acts of a volunteer member even though it had no knowledge of the unlawful acts.[4] As such, it threatens the structural underpinnings of the voluntary standards development process—reliance upon committee members and their technical expertise.

If the opinion below is permitted to stand, it will imperil the ability of NFPA and virtually every other major standards developing organization to function effectively.[5] Thus, the Court's decision in this case will have a broad direct impact upon the entire standards developing community—including NFPA.

---

[4] Such liability against the non-profit organization is wholly unnecessary where, as here the corporate employers of the disloyal volunteers, James and Hardin, were liable for the damages, if any, sustained by Hydrolevel Corporation.

[5] At a minimum this new vicarious liability standard will greatly increase the costs and the length of time necessary to maintain and interpret safety and performance standards. Many volunteers will choose not to serve rather than be burdened by the additional layers of procedural restraints that the decision below seems to contemplate. As a result many organizations may be forced to forego this additional expense and risk by curtailing their standard activities.

INTRODUCTION AND SUMMARY OF ARGUMENT

This action was originally commenced against three defendants, including ASME, alleging a conspiracy to restrain trade or to monopolize in violation of Sections I and II of the Sherman Act. ASME is a non-profit tax-exempt scientific membership society which develops voluntary performance and safety standards. Prior to trial, plaintiff settled with corporate defendants McDonnell-Miller Corporation (hereinafter "M&M") and Hartford Steam Boiler Inspection and Insurance Company (hereinafter "Hartford") for $725,000 and $75,000 respectively.[6]

ASME was sued based on the issuance and subsequent misuse of a single letter interpreting a section of ASME's Boiler and Pressure Vessel Code. This letter dated April 29, 1971 was drafted by T.R. Hardin as chairman of the relevant subcommittee in response to a letter of inquiry. Unknown to ASME, Hardin and John James, another volunteer committee member had drafted the original inquiry. Neither the inquiry letter, nor the interpretations letter mentioned Hydrolevel or its product. Their intention was to use the ensuing response, as drafted by Hardin, to the advantage of M&M and Hartford by whom they were employed. Subsequently M&M and its sales personnel misrepresented the letter to potential purchasers claiming that Hydrolevel's competing product did not meet the relevant safety standard.

The case went to trial with ASME as the lone defendant. At the conclusion of the evidence the trial judge held that the evidence was insufficient to find ASME liable as an active participant in the alleged conspiracy. The case went to the jury solely on the alternate theory that ASME may have acquiesced in or ratified the illegal acts in furtherance of the conspiracy. The jury returned a verdict against ASME in the amount of $3.3 million dollars prior to trebling.

On appeal ASME's principal contention was that the facts adduced at trial failed to show that it had knowingly and

---

[6] The settlement on behalf on M&M was actually paid by International Telephone and Telegraph Company which had acquired M&M.

intentionally participated in the conspiracy or ratified the unauthorized actions of two volunteers. ASME also contended that volunteers James and Hardin did not intend to benefit ASME and therefore could not properly be "agents" of ASME in carrying out this scheme.[7]

The panel chose to sidestep the arguments raised by ASME[8], instead adopting a wholly new and unprecedented standard of liability premised on "apparent authority". Thus the liability of ASME was sustained on a theory that was never considered by the jury. 635 F.2d 124. The concept of "apparent authority" of an agent was transplanted and applied as the standard for measuring whether ASME had "unintentionally participated" in the antitrust conspiracy alleged by Hydrolevel.

Under the terms of the Sherman Act a conspiracy to restrain trade or to monoplize requires a deliberate and intentional commitment to a common plan, scheme, or end. This Court has held on numerous occasions that participation in a Section I or II conspiracy requires a showing of deliberate and intentional participation in the conspiracy.[9] Absent such a showing judgment must be entered for the defendant as a matter of law.

Prior to the decision below no federal decision had ever held a defendant liable for "unintentional participation" in a Section I or II conspiracy. Indeed the "apparent authority" doctrine had been expressly rejected as inconsistent with the policies and purposes of Sections I and II of the Sherman Act.[10]

---

[7] Logically they could not have intended to benefit ASME through their actions, rather they sought to benefit M&M and Hartford.

[8] One can surmise that the panel choose this course because the record was, as ASME had argued, insufficient to support a finding of liability without stretching to discover this new liability standard.

[9] See *e.g.*, American Tobacco Co. v. United States, 328 U.S. 781, 810 (1946) and United States v. United States Gypsum Co., 438 U.S. 422, 443 n. 20 (1978).

[10] *See* Coronado Coal v. United Mine Workers of America, 268 U.S. 295 (1925); Truck Driver's Local No. 421 v. United States, 128 F.2d 227 (8th Cir. 1942); and United States v. Hilton Hotels Corp., 467 F.2d 1000 (9th Cir. 1972).

Noticeably absent from the decision below is citation of even a single antitrust case on this issue.[11]

The decision below is a fundamental deviation from the principles governing participation in a conspiracy to restrain trade or monopolize. One can not be held liable for participation in Section I or II conspiracy without an intent to act jointly and at a minimum some knowledge of the illicit purposes of the conspiracy.[12] The panel has departed from this long established rule of law. In the process it creates an unwise and unsound new standard of antitrust liability. The Court should exercise its discretionary jurisdiction to hear this case and should reverse the Court of Appeals decision.

ARGUMENT

I. THE PANEL'S DECISION EXTENDING VICARIOUS ANTITRUST LIABILITY BASED ON "APPARENT AUTHORITY" IS WHOLLY UNPRECEDENTED AND UNWARRANTED.

Sections I and II of the Sherman Act are designed to protect the natural balance of competitive forces in the marketplace. Protection and preservation of competition, not specific competitors, is the underlying goal. Hydrolevel's principal claim in this action was that issuance of the letter of April 29, 1971 and the subsequent misrepresentations thereof by M&M and its salesmen constituted a conspiracy in restraint of trade or to monopolize the low-water boiler cut-off market.

Under either §I or §II this Court has repeatedly required that a plaintiff demonstrate an intentional purposeful agreement among the alleged co-conspirators. *United States v. United States Gypsum*, 438 U.S. 422, 443 (1978) and *United States v. General Motors Corp.*, 384 U.S. 127, 143 (1966). The

---

[11] Perhaps even more troubling is the adoption of the "apparent authority" standard despite the lack of any reliance by the plaintiff. Such reliance is the genesis of the "apparent authority" doctrine. Yet it has never been suggested that Hydrolevel relied upon the authority of James and Hardin to act on behalf of ASME.

[12] American Tobacco Co. v. United States, 328 U.S. 781 (1946); United States v. General Motors Corp., 384 U.S. 127, 143 (1966); and United States v. United States Gypsum Co., 438 U.S. 422 (1978).

decision below stands in stark contrast to these precedents explicitly premising its conclusion concerning liability upon "unintentional participation."[13]

The panel concluded that ASME was responsible in damages based on the involvement of James and Hardin in the conspiracy alleged by Hydrolevel. Under the panel's analysis it did not matter that:

> (1) the organization was without knowledge of the real motives and purposes of James and Hardin;
>
> (2) the conspiracy was not intended to benefit the organization; and
>
> (3) the organization was actively deceived by James and Hardin to benefit their actual principals.[14]

The panel's resolution of the liability issue charts an entirely new course for determining vicarious antitrust liability. The element of knowing intentional participation in the conspiracy to restrain trade or to monopolize is discarded. The panel substitutes a far different "apparent authority" standard which supplants the requirement of knowing and intentional participation.[15]

This novel and wholly inappropriate standard permits ASME to be held liable without regard for its lack of knowledge of or participation in the conspiracy alleged. The acts of two disloyal volunteers, who purposely deceived the organization to further the business interests of M&M and Hartford, are imputed to ASME. Application of this common law intentional tort standard is both erroneous and unprecedented.[16]

In reaching its conclusion the panel ignored the long standing principle of agency law that authority for an agent to

---

[13] 635 F.2d at 131.

[14] In this context, their employers M&M and Hartford.

[15] In adopting this standard the panel analogizes the conduct of James, Hardin and their co-conspirators to certain intentional torts and concludes that the "apparent authority" standard controls on the facts of this case. 635 F. 2d 125.

[16] See *e.g.*, Radiant Burners, Inc. v. Peoples Gas Light and Coke Co., 364 U.S. 656 (1961).

commit criminal or tortious acts is not to be readily inferred.[17] This principle was applied in *U.S. v. Ward Baking*, where the court held for the defendant in a civil action brought by the government. The court held that there was insufficient proof that "an agent of the defendant who had authority to bind it participated in any way in the conspiracy . . . or ratified such participation."[18] 243 F. Supp. 713, at 717 (E.D. Pa. 1965). The decision below is directly contrary to this principle as relied upon in *Ward Baking*.

Similar to the case at bar plaintiff in *Structural Laminates, Inc. v. Douglas Fir Plywood Association*, 261 F. Supp. 154 (D. Ore. 1966) sought treble damages alleged to arise from the exclusion by means of a voluntary product standard of an innovative new product with a revolutionary design. Plaintiff plywood producer alleged that its new design for 3-ply half inch plywood was unlawfully excluded from the market by means of defendant's product standard.[19] Plaintiff urged that treble damages should be assessed regardless of whether the defendant voluntary association was found to have any unlawful intent or purpose. The trial court concluded:[20]

---

[17] The Restatement Second of Agency §34, comment (g) articulates this principle as follows:

> g. Illegal acts. Authority to do illegal or tortious acts, whether or not criminal, is not readily inferred. Thus, the appointment of a person to act as manager does not thereby give him authority to make trade agreements as opposed to public policy that they will not be enforced, or to inaugurate illegal blacklists or boycotts, or to make fraudulent statements concerning his principal's goods.

[18] Thus ASME should not be liable unless it ratified, with full knowledge of the material facts, the acts of Hardin and James or unless Hardin and James intended to benefit ASME by their activities. Restatement Second of Agency §§173, 235 and 236. Unless either of these tests can be satisfied ASME can not properly be held liable.

[19] Plaintiff there alleged that his product was wrongfully refused certification under the existing standard which called for use of more than 3-plys (layers) in half inch plywood.

[20] Similar results have been reached regarding antitrust liability for standards developing activities in Radiant Burners Inc. v. Peoples Gas Light and Coke Co., 364 U.S. 656 (1961); Eliason Corp. v. National Sanitation Foundation, 614 F. 2d 126 (6th Cir. 1980); *cert. denied*, 49 USLW 3246 (October 7, 1980); and Roofire Alarm Co. v. Royal Indemnity Co., 202 F. Supp. 166 (E.D. Tenn. 1962), *aff'd* 313 F. 2d 635 (6th Cir. 1963), *cert. denied*, 373 US 949 (1963).

> Absent a bad purpose what was defendent's anti-trust liability? It was responsible for the commercial standards which did affect adversely the marketing of plaintiff's product. Plaintiff's 3-ply ½" was suitable for inclusion in the commerical standards, but 3-ply ½" plywood did bear a poor reputation in the industry in 1958. Had defendant been vigilant, it might have concluded in 1958, or sooner, what it did conclude in 1962—that the bad reputation was unjustified.
>
> If intent and purpose are factors in the anti-trust law, and the court believes they are except where *per se* violations are involved, then the mere failure of one who is responsible for the adoption of a commercial standard to appreciate changes which make that standard obsolete and to take immediate and effective action to alter it, does not amount to a conspiracy to restrain trade . . . This much however is congressionally sanctioned and the court is of the opinion that in the absence of a bad purpose, mistakes made in the formulation or maintenance of standards do not subject the one making the mistake to anti-trust liability. (Footnotes omitted). 261 F. Supp. at 159.

This conclusion is also implicit in this court's decision in *Coronado Coal v. United Mine Workers of America*, 268 U.S. 295 (1925). *Coronado Coal* squarely rejects the theory of apparent authority for purposes of imputing vicarious antitrust liability.[21] The concept of reliance upon which such theory is predicated has no relevance to these facts or to the policies of protecting and preserving competition embodied in the Sherman Act.[22] *See Brunswick Corp. v. Pueblo Bowl-O-Matic, Inc.* 429 U.S. 477, at 488 (1977), *citing with approval, Brown Shoe Co. v. United States*, 370 U.S. 294, at 320 (1962).

---

[21] For further discussion see ASME's Petition at 12-14. *See also*, Truck Drivers' Local No. 421 v. United States, *supra*, at 235.

[22] The element of reliance has no application to the policies embodied in the federal antitrust statutes, since such statutes protect competition and the natural functioning of the marketplace, not individual competitors. Brown Shoe Co. v. United States 370 U.S. 294, at 320 (1962).

II. THE PANEL'S DECISION WILL HAVE DEVASTATING CONSEQUENCES ON VOLUNTARY STANDARDS SETTING ORGANIZATIONS AND THE AVAILABILITY OF CURRENT, TECHNICALLY ACCURATE PRODUCT PERFORMANCE AND SAFETY STANDARDS.

Since the turn of the century voluntary product standards[23] have been an integral part of the domestic economy.[24] The National Bureau of Standards has identified over 400 educational, scientific, technical or other non-profit organizations that are involved in developing product standards. These organizations range from organizations, such as NFPA, who develops and maintains standards for a broad spectrum of fire safety and protection needs, to organizations which develop and maintain standards for a single products or category of products.[25]

Voluntary standards organizations serve the public interest channeling billions of dollars worth of volunteer manpower and expertise to the public good. Through the efforts of these organizations the quality of life is enhanced by greater availability of information on product safety and product performance. These organizations must rely upon thousands of individual volunteers to donate their time and expertise to serve on standards committees.

---

[23] Essentially a product standard is a technical document which describes design, material, safety or performance characteristics of a particular class of products. Ordinarily, a product standard represents the distillation of currently available knowledge concerning the characteristics of the product.

[24] A strong federal policy of encouraging and fostering private organizations to develop and maintain product safety and performance standards is embodied in Office of Management and Budget Circular No. A-119, 45 Fed. Reg. 4326 (January 21, 1980). The circular specifically encourages the participation by government employees as volunteers on standards writing technical committees. The circular also encourages executive branch agencies to rely upon these voluntary product standards for procurement and regulatory purposes, whenever appropriate. The circular states: "Federal participation in the standards-related activities of these voluntary bodies provides incentives and opportunities to establish standards to serve national needs." OMB Circular, at 4326.

[25] For example, the Association of Home Appliance Manufacturers and the Tile Council of America.

The liability standard adopted below confers the status of insurer for all acts of their volunteer committee members upon these non-profit organizations. The loosely defined concept of "apparent authority" creates innumerable potential plaintiff's actions. Such liability will attach even where, as on the present facts, the volunteers act solely to benefit a third party[26] and deceive the standards organization to benefit themselves and such third party.

The panel's proferred solution of additional review procedures is unworkable. It is extremely unlikely that additional review procedures, no matter how well conceived, will effectively combat the rare situation where volunteers on a committee actively conspire to deceive the standards organization to benefit their employer.[27] The inherent delays and additional commitment of time will discourage many volunteers from continued service on such committees.

Without exception the major standards developing organizations, such as ASME and NFPA, rely upon committees comprised of volunteers to develop, maintain, and interpret product performance and safety standards. The efforts of these volunteers and knowledge and expertise they possess is vital to the effective functioning of the voluntary standards process.

Inasmuch as product standards are technical documents, requests for interpretation or informal guidance are routinely received and processed. This interface between the standards organizations and those who utilize and rely upon their standards is ordinarily handled by the volunteers on the relevant technical committee.[28] Responses to these requests provide valuable and often essential information to prospective product users.

---

[26] In this case their corporate employers M&M and Hartford.

[27] Based upon their knowledge of ASME's own procedures for processing such requests, James and Hardin were able to circumvent and subvert this process to their own purposes.

[28] The decision below betrays a fundamental misconception of the nature of the April 29, 1971 letter. The process of responding to requests for interpretation, clarification, or guidance concerning the technical requirements or language of a performance or safety standard must be distinguished from the procedures for certifying that a specific product complies with the relevant

(footnote continued)

Contrary to the panel's suggestion ASME was neither negligent nor otherwise culpable based on the issuance of the April 29, 1971 letter.[29] Absent some credible reason to suspect that the original request was contrived and without knowledge of the complicity of ASME volunteers on the relevant subcommittee, no set of procedural safeguards would have aborted the conspirators' scheme to deceive ASME.

If left undisturbed the decision below will have a severe adverse impact on the ability of all standards developing organizations to recruit highly qualified volunteers to staff their technical committees. The additional commitment of time and resources to install additional procedures and litigate potential claims under the newly espoused "apparent authority" or "unintentional participation" theory will have no offsetting practical benefits.

(footnote continues)

standards. This formal certification process is routinely handled by an independent body such as a testing laboratory, rather than by the standards body or an affiliated organization. The letter of April 29, 1971 resulted from a request for guidance concerning ¶ HG-605 of the Boiler and Pressure Vessel Code, *not* from a request as to whether Hydrolevel's product either was or could be certified as complying with the low-water fuel cut-off standard. The decision below does not take account of this crucial distinction. The panel states:

> Absent some internal review procedures, no individual should be empowered to rule dispositively on the fitness of a competitor's product. When an organization has placed a person in a position to do what Hardin did, without any check or supervision, it must bear the consequences. 635 F. 2d 126 (1980).

[29] While the second paragraph of the letter is a nonsequitur, it is essentially a technically correct statement based upon the positioning of low-water fuel cut-off probe which is assumed in the inquiry letter. The damages, if any, suffered by Hydrolevel flow from the misrepresentations made by M&M and its salesman concerning the content and meaning of the letter. The panel erroneously assumes that closer supervision of the thousands of ASME volunteers could have precluded the issuance of the April 29, 1971 letter and the subsequent misrepresentations by M&M and its employees and salesmen. 635 F.2d 126 (1980).

CONCLUSION

The Court should exercise its discretion to grant certiorari in this case and should reverse the judgment of the Court of Appeals.

Respectfully submitted,

DANIEL J. PILIERO II
General Counsel
National Fire Protection
Association
WEBSTER, CHAMBERLAIN & BEAN
1747 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 785-9500

Of Counsel:

MYRREL C. HENDRICKS, JR.
PAUL H. NETTESHEIM
WEBSTER, CHAMBERLAIN & BEAN
1747 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 785-9500

APPENDIX I

NFPA's MEMBERSHIP COMPOSITION